

ARTICLE 5: AGREEMENT AUTHORITY

5.1 (a) MSC shall charter to Maersk Line, and Maersk Line shall purchase from MSC, space on a weekly basis for the movement of the following volume/weight of cargo 500 TEU or 5,500 tonnes (whichever is used first) per sailing in the portion of the Trade defined in Article 4(a), which allocation shall include use of up to the indicated number of 22 reefer plugs:

700 TEUs/70 RF plugs, as from approximately July 14, 2016
600 TEUs/60 RF plugs, as from approximately September 1, 2016
500 TEUs/50 RF plugs, as from approximately November 3, 2016.

~~The foregoing allocation shall be increased by 100 TEUs per sailing during the 12-week period beginning on June 1, 2016.~~ The Parties are authorized to discuss and agree on the terms and conditions applicable to the sale and purchase of space, including the amount of slot charter hire. Additional slots may be chartered to Maersk Line on an ad hoc basis, subject to space availability.

(b) MSC shall charter to Maersk Line, and Maersk Line shall purchase from MSC, space on a weekly basis for the movement of up to 350 empty containers per sailing in the portion of the Trade defined in Article 4(b). The foregoing allocation shall be increased by 100 containers per sailing during the 12-week period beginning on June 1, 2016.

5.2 (a) Maersk Line shall not sub-charter or otherwise sell any space received hereunder to any ocean common carrier without the prior written consent of MSC.

(b) Dangerous goods and out-of-gauge cargo will be accepted, subject to MSC's prior approval and on such other terms as may be agreed by the Parties from time to time.

5.3 (a) MSC shall be responsible for maintaining the sailing schedule. In the event of a delay to any vessel, it is agreed that Maersk Line's commitment to purchase slots and the sharing of any additional costs incurred in the delivery of